

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE**

IN RE:) **CHAPTER 13**
Patrick Roach) **CASE NO.**
Linda Gail Roach)
)

CHAPTER 13 PLAN

1. PAYMENT AND TERM

a. The debtor will pay the Chapter 13 Trustee **\$ 500.00 Monthly Via income Deduction order:**

1. \$ 0 Husband's pay check.
2. \$ 500.00 per month Debtor's pay check
3. \$ 0 Direct from Debtor.

Plus:

☐ **Other:** _____

2. Priority Claims (including administrative expenses).

- a. All administrative expenses under 11 U.S.C. § 503 (b) & 1326 will be paid in full, including fees to the Debtor's attorney in the amount of \$3000.00 less \$ _____ previously paid by the debtor.
- b. Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. §507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance the filed claim.
- c. All allowed priority claims shall accrue no interest after the filing of the date of the petition. In the event any of these claims are not discharged upon the completion of this plan, the balance due upon completion of this plan shall be the unpaid balance without accrued interest. Interest will only begin accruing on the unpaid balance (if any) after the completion of the plan. If this claim is paid in full in the plan the debt shall be deemed satisfied in full upon completion of the plan.

<u>Creditor</u>	<u>Amount</u>	<u>Monthly Payment</u>
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3 SECURED CLAIMS .

- a) **Cramdowns.** The holder of the following allowed secured claims retain the liens securing such claims and will be paid by the trustee the value of the security, capped by the filed claim, in the manner specified below, the trustee may increase payments to secured creditors to ensure timely amortization. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under Paragraph 4(a) below. The failure of a secured creditor listed below to timely object to the proposed treatment for its secured claim and its unsecured claim shall be deemed an acceptance of the terms of the plan as provided for in 11 U.S.C. 1322(a) (5).

<u>Creditor</u>	<u>collateral</u>	<u>value/ claim amount</u>	<u>Monthly payment</u>	<u>Interest rate</u>
<u>The Dog House</u>	<u>Bed</u>	<u>in full</u>	<u>35.00/mo</u>	<u>6.5%</u>
<u>Prestige Fin Svcs</u>	<u>2014 Dodge</u>	<u>in full</u>	<u>255.00</u>	<u>6.5%</u>
<u>Lendmark</u>	<u>2000 Silverado 1500</u>	<u>in full</u>	<u>132.00</u>	<u>6.5%</u>

(b) **SURRENDER.** The debtor's shall surrender the following collateral:

<u>Creditor</u> Capital One	<u>Collateral to be Surrendered</u> 2015 Dodge Ram
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(c) **LONG TERM MORTGAGES, MOBILE HOMES, BOATS, MOTOR VEHICLES AND RECREATIONAL VEHICLES AND TRAILERS, ETC.** The holders of the following claims will retain their liens and will be paid monthly maintenance payments, which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full, in the amount of the filed claim, absent an objection. The amount of any maintenance payment to be paid pursuant to 11U.S.C. §1322 (b)(5), will be paid and adjusted in accordance with the filed claim and any subsequent notice of mortgage payment change, absent any objection. The filing of the notice of mortgage payment change or increased amount of secured debt; no further notice or filing is required by the trustee or debtor.. The secured creditor must advise of the need for monthly change promptly and in accordance with Fed. R. Bankr. P. 3002.1 Pursuant to 11 U.S.C. §1322(b)(3), and (10) all maintenance payments shall be deemed current upon conclusion of the case or discharge, and all post-petition defaults are waived. No late charges shall accrue on any secured claim which is maintained in the plan or during the case pursuant to 11U.S.C. §1322(b)(5). Pursuant to 11 U.S.C. §1322 (b)(3) any secured creditors that fails to file a claim waives any default or charges resulting from non-payment.

<u>Creditor</u>	<u>Estimated Arrearage</u>	<u>Int. Rate</u>	<u>Maintenance Payment</u>	<u>Payment by:</u>
<hr/> see below				

4. **Unsecured Claims**

(A) *Nonpriority.* Except as provided in subparagraph (b) and in paragraph 6 below, allowed nonpriority unsecured claims will be paid:

- _____ (1) In Full
- _____ (2) _____ Percentage-minimum of 36 months
- _____ (3) _____ Unsecured claims-Minimum 36 months
- _xx_ (4) Remainder to Unsecured
- _____ (5) _____ Other

(b) All allowed nonpriority unsecured claims shall accrue no interest after the filing date of this petition. In the event any of these claims are not discharged upon the completion of this plan, the balance due upon completion shall be the unpaid balance with no accrued interest. Interest will only begin accruing on the unpaid balance (if any) after the completion of the plan. If the claim is paid in full in the plan the debt shall be deemed satisfied in full upon completion of the plan.

5. **Executory Contracts and Unexpired Leases.** Except the following which are assumed, all executory contract and unexpired leased are rejected. With claims arising from the rejection to be paid as unsecured as provided in paragraph 5(a) above:

<u>Other Party to Contract</u>	<u>Property Description</u>	<u>Payment made by:</u>
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6. **Special Provisions.** (Such as cosigned debts, debts paid by third party, student loans, special priority debts)

Linda Bledsoe Mortgage holder: Debtor will pay direct.

7. **Liens to be avoided** under 11 U.S.C. §506 or 522 (f). Confirmation of this plan shall constitute an order avoiding

the liens of the following creditors:

Date: 10/20/2016

JAMES M SETTERS & ASSOCIATES

/s/ James M Setters

James M. Setters 636145

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